

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR BETHEL FARM HOA

This Declaration is made and entered into as of August __, 2026, by Bethel Farm Developers, LLC (hereinafter referred to as the "Declarant" or "Developer").

RECITALS

WHEREAS, Declarant is the owner of certain real property situated in the county and state of recordation, commonly known as "Bethel Farm" (hereinafter referred to as the "Property" or "Subdivision"), as shown on the plat or survey of record at the time of subdivision and recordation; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the Subdivision, and to establish a high-quality, harmonious, single-family residential community, and for the maintenance of common facilities, roads, entryways, water features, and shared landscaping; and

WHEREAS, Declarant deems it desirable to create a governing association, the Bethel Farm HOA, Inc., to which shall be delegated the powers of maintaining and administering the common areas, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant declares that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

Section 1.01. "Association" shall mean and refer to the Bethel Farm HOA, Inc., a non-profit corporation, its successors and assigns.

Section 1.02. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.03. "Property" shall mean and refer to that certain real property known as Bethel Farm, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.04. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 1.05. "Declarant" or "Developer" shall mean and refer to Bethel Farm Developers, LLC, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 1.06. "Common Area" shall mean all real property (including the improvements thereto) owned or maintained by the Association for the common use, enjoyment, and safety of the Owners. The Common Areas at the time of recordation include, but are not limited to: the subdivision road, mailboxes, security gate, perimeter or aesthetic fence, entrance sign, stone columns, stone culverts, swings around the pond area, the fishing pond, the dock, the pond fountain, and the pavilion and fire pit area.

ARTICLE II: BETHEL FARM HOMEOWNERS ASSOCIATION

Section 2.01. Membership and Voting Rights. Every Owner of a Lot which is subject to assessment shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall be entitled to one (1) vote. When more than one person holds an interest in any Lot, all such persons shall be Members, but the vote for such Lot shall be exercised as they determine, and in no event shall more than one vote be cast with respect to any Lot.

Section 2.02. Developer Control Period. The Association and its Board of Directors shall be managed, governed, and operated solely by the Developer (Declarant) until August 30, 2029. During this Developer Control Period, the Developer shall possess the absolute right to appoint all officers and directors of the Association, execute contracts, manage the budget, establish and collect assessments, and conduct all business of the Association in accordance with this Agreement.

Section 2.03. Transition of Board and Owner Takeover. At the annual meeting held in August 2029, the Developer shall formally turn over the management of the neighborhood and Association to the Lot Owners. At this meeting, the Owners shall elect three (3) Board Members from among the homeowners. Board members must be homeowners in Bethel Farm. To establish staggered terms, the terms for the initial three elected members shall be set as follows: one (1) Board Member shall be elected for a three (3) year term; one (1) Board Member shall be elected for a two (2) year term; and one (1) Board Member shall be elected for a one (1) year term. Beginning with the subsequent annual meeting in August 2030, and at each annual meeting thereafter, one new Board Member shall be selected to serve a full three (3) year term, replacing the outgoing member whose term has expired. This cycle shall continue to ensure Board continuity.

Section 2.04. Meetings and Quorum. An annual meeting of the Members shall be held in August of each calendar year at a time and location designated by the Board of Directors. Special meetings may be called as provided in the Bylaws. For any annual or special meeting, a minimum of six (6) Lot Owners present in person or by proxy shall constitute a legal Quorum necessary to conduct Association business, approve budgets, or elect Board Members.

ARTICLE III: PROPERTY RIGHTS AND COMMON AREA EASEMENTS

Section 3.01. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against their Lot remains unpaid, or for any infraction of its published rules and regulations.
- The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by

the Members. No such dedication or transfer shall be effective unless an instrument signed by seventy percent (70%) of the Lot Owners agreeing to such dedication or transfer has been recorded.

Section 3.02. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, their right of enjoyment to the Common Area and facilities to the members of their family, their tenants, or contract purchasers who reside on the property.

ARTICLE IV: COVENANT FOR ASSESSMENTS AND HOA LIEN RIGHTS

Section 4.01. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration. The annual, special, and specific assessments, together with interest, late fees, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, late fees, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Section 4.02. Annual Assessment Rate and Due Dates. The regular annual assessment shall be four thousand dollars (\$4,000) per year per Lot. This assessment shall be payable in equal quarterly installments of one thousand dollars (\$1,000) each, which shall be due and payable on the first day of each quarter, specifically: January 1, April 1, July 1, and October 1 of each calendar year.

Section 4.03. Capital Transfer Fee. Following the initial purchase and closing of Lots in the Fall of 2026, any subsequent sale, transfer, or conveyance of a Lot or property within Bethel Farm shall trigger a mandatory capital improvement payment of five thousand dollars (\$5,000). This fee is due and payable to the Bethel Farm Association capital account immediately upon the closing of the transfer. This Capital Transfer Fee shall be utilized exclusively for the long-term maintenance, capital improvements, and reserves of the Association's Common Areas.

Section 4.04. Developer Contribution. The Developer shall contribute the lump sum of one hundred thousand dollars (\$100,000) directly into the Bethel Farm Common Area/HOA account. This contribution is earmarked specifically for the completion of the subdivision driveway/roadway asphalt topcoat, which shall be executed and completed in approximately two (2) years from the date of recording, or when the majority of construction within the subdivision has been completed, whichever is deemed appropriate by the Developer.

Section 4.05. Remedies for Nonpayment and Right to File Liens. Any quarterly installment or other assessment not paid within thirty (30) days after the due date shall be deemed delinquent. Delinquent assessments shall bear interest from the due date at a rate of ten percent (10%) per annum or the maximum legal rate allowed by law, whichever is lower. The Association may charge a reasonable late fee as determined by the Board of Directors. If an assessment is not paid, the Association may, after providing statutory notice, record a Claim of Lien against the delinquent Owner's Lot in the public registry. The lien shall secure the unpaid assessment, accrued interest, late fees, administrative costs, and reasonable attorney fees incurred during collection. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot in the same manner

as a foreclosure of a mortgage or deed of trust, and the costs of such actions shall be added to the assessment amount.

ARTICLE V: ARCHITECTURAL GUIDELINES

Section 5.01. Architectural Intent. The architectural guidelines herein are established to guarantee a minimum set of high-quality standards for all properties within Bethel Farm, ensuring aesthetic cohesion, quality material use, and structural durability that protects the long-term collective property values.

Section 5.02. Primary Residential Structures and Square Footage Minimums. All primary residential homes constructed on any Lot must be single-family structures and must adhere strictly to the following minimum conditioned living area square footage requirements, depending on the architectural style:

Home Style	Min. Conditioned Area (Total)	Story Minimums
Single Story	3,000 sq. ft.	N/A
One and a Half Story	3,000 sq. ft.	Min. 2,600 sq. ft. on the first story
Two Story	3,400 sq. ft.	Min. 2,400 sq. ft. on the first story; Min. 600 sq. ft. on the second story

Section 5.03. Definition of Conditioned Living Area. Garages, porches, unconditioned attics, storage areas, and other like-kind accessory areas do not constitute conditioned living areas and shall not count toward meeting the minimum square footage areas specified in Section 5.02.

Section 5.04. Exterior Facade Materials. All primary residential structures must be finished with durable, premium masonry finishes on all exterior walls. Permitted masonry finishes include brick, natural stone, manufactured stone, cement board siding, stucco, and other like-kind cement siding materials. Vinyl siding, aluminum, and metal cladding on any primary residential facade are strictly prohibited, except that vinyl, aluminum, or metal may be installed exclusively within structural overhangs and soffits.

Section 5.05. Roof Specifications. All roofing materials for primary residential homes must carry a manufacturer's life rating of thirty (30) years or greater. Asphalt shingle roofs must be of a high-quality "architectural" dimensional style. Metal roofs must be "standing seam" style; screw-down panel metal roofs are prohibited. Main roof pitches must have a minimum slope of 8:12, and porch roofs must have a minimum slope of 3:12. Flat roofs of any type are strictly prohibited. Roof shapes are limited to gable and hip types.

Section 5.06. Garage Requirements. Each residence must have, at a minimum, a fully enclosed two-car attached garage. Garage doors must be decorative in style and design. Garage doors must be situated on the side of the residence to facilitate a side-entry driveway arrangement. However, a single garage door may face the front street, provided that the front facade of said front-facing garage is recessed a minimum of thirty (30) feet from the nearest front-facing facade of the primary residential structure. Detached garages are permitted as secondary structures, provided they are a minimum of two-car capacity and at least 500 square feet in area. All detached garages must match the architectural style, color palette, and

construction materials of the primary residence, and any forward-facing garage doors on a detached structure must also be recessed at least thirty (30) feet from the nearest front facade of the main home.

Section 5.07. Driveways. All driveways must be paved with concrete or asphalt in the immediate vicinity of the primary residential structure and any attached or detached garage or accessory outbuilding intended for routine vehicular access. Driveways in the immediate vicinity of the primary residential structure must be sized to provide ample room for off-street parking and safe vehicle turning movements on-site.

Section 5.08. Recreational Structures and Pools. All swimming pools, hot tubs, exterior fireplaces, fire pits, and other recreational structures or improvements must be constructed or installed within the side yard or rear yard of the primary residential structure. All such structures must be aesthetically pleasing and harmonious with the main home. Any swimming pool constructed on the Property must be an in-ground type pool; above-ground swimming pools are strictly prohibited.

Section 5.09. Grading, Drainage, and Soil Stabilization. All grading operations around structures and improvements must be engineered and executed to establish and maintain appropriate storm drainage patterns. No grading, earth-moving, or improvements shall impede the natural flow of water across neighboring properties, and all drainage designs must allow for the natural, unhindered flow of surface water to be conveyed safely from one property to the next. At a minimum, all disturbed soils on any Lot must have seed and straw installed prior to occupancy and use to prevent erosion. Full landscaping for any primary residential structure must be completed within six (6) months of home occupancy. Any forward-facing facade of the primary residential structure or detached garage must be landscaped in a manner that enhances the aesthetic appeal of the structure and the property.

Section 5.10. Barns and Accessory Shops. Barns and accessory workshop buildings are permitted as secondary structures on a Lot, provided they are situated behind the primary residence; no barn or shop may be located in front of the primary residential structure. Barns and shops may utilize metal siding and metal roofing in addition to the masonry materials approved for primary residences. If metal siding is utilized, it must be a neutral color and complementary to the colors and architectural theme of the primary residence. Vinyl siding of any type on any barn or shop facade is strictly prohibited, except in structural overhangs. All barns and shops must be constructed with a minimum of twelve (12) inch roof overhangs on all sides of the structure. Roofing materials must have a minimum thirty (30) year life, and asphalt shingles must be architectural style. Main roof pitches for barns and shops must be a minimum of 4:12, porch roof pitches must be a minimum of 3:12, and flat roofs are prohibited. Roof designs must be gable or hip types.

Section 5.11. Fencing Standards. Fencing on any Lot must complement and enhance the natural beauty of the property while containing pets or poultry as permitted herein. All fencing must be routinely maintained, repaired, painted, or stained at the Owner's expense. Fencing is categorized into three permissible types, with strict standards:

- **Aesthetic Fencing:** Permitted along driveways, property frontages, and similar highly visible locations. Allowable fencing is limited to three (3) board wood fencing, which must be painted black.
- **Privacy and Household Pet Containment Fencing:** Permitted only in the immediate vicinity of the home and must be strictly confined to the rear yard. Allowable materials are limited to black aluminum picket fencing and black wrought iron picket fencing. Tall or solid "privacy fences" (such as wood stockade or vinyl panels) are strictly prohibited.
- **Poultry Fencing:** Permitted solely to contain allowable poultry in the rear yard. Allowable fencing is limited to woven wire with wood posts. No poultry fencing may be constructed or maintained within

one hundred (100) feet of the community's shared driveway, and it must be built in an aesthetically pleasing manner.

ARTICLE VI: LOT USE RESTRICTIONS

Section 6.01. Single-Family Residential Use and Rental Limitations. All Lots must be used exclusively for single-family residential purposes. No business, trade, commercial enterprise, or commercial manufacturing of any kind may be conducted on any Lot, except for quiet home-office occupations. Short-term rentals (such as Airbnb, VRBO, or other leases under thirty days) of any primary residence are strictly prohibited. Long-term leasing of a primary residence (minimum of thirty days) is permitted only after the Owner has continuously owned the property for more than twenty-four (24) months.

Section 6.02. Subdivision of Lots. No Lot may be re-subdivided, and all Lots must remain as shown on the original deed or survey of record at the time of subdivision and recording. Minor adjustments to lot lines are permitted solely for resolving boundary disputes with neighboring properties, provided that such adjustments do not create additional building Lots.

Section 6.03. Noxious or Offensive Activities. No noxious, offensive, or illegal operations or activities may be conducted, maintained, or permitted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Section 6.04. Temporary Residences and Preassembled Structures. No trailer, basement house, tent, garage, barn, camper, recreational vehicle (RV), or other outbuilding may be used or occupied on any Lot as a temporary or permanent primary residence. Preassembled, prefabricated, modular, or manufactured structures are strictly prohibited for any purpose, even if they meet the minimum square footage requirements. Temporary construction trailers, portable toilets, waste dumpsters, and steel storage containers are permitted on a Lot exclusively during active construction, and they must be removed promptly upon the completion of work.

Section 6.05. Construction Timelines. Once construction of any structure, home, or improvement has commenced on a Lot, work must proceed diligently and must be fully completed within fifteen (15) months from the initial work-beginning date. The Lot Owner is personally responsible for maintaining a neat, clean, and orderly construction site throughout the duration of construction.

Section 6.06. Animals and Livestock. Commercial animals, commercial poultry, and commercial livestock of any kind are strictly prohibited and may not be kept or maintained on any Lot. For the purpose of this covenant, "livestock" includes, but is not limited to: alpacas, llamas, sheep, goats, cows, and horses. Animals are not permitted to roam free on the Property and must be contained to the rear of the house. Animals must be held on a physical leash at any time they are outside the boundaries of the Owner's Lot. No animal may produce obnoxious odors or noises that deprive surrounding Lot Owners of the peaceful enjoyment of their properties.

Section 6.07. Household Pets. Lot Owners may keep standard household pets, specifically limited to dogs and cats, provided that there are no more than four (4) total pets kept per Lot. Owners are responsible for containing their pets within their property lines and for maintaining all pet-associated areas in a clean, sanitary condition.

Section 6.08. Hobby and Lifestyle Animals (Backyard Poultry). Egg-laying poultry, such as chickens, are permitted solely for the personal enjoyment of the Lot Owner, subject to a strict maximum of eight (8) poultry birds per Lot. Roosters are strictly prohibited. All poultry must be securely contained within a

designated rear-yard pen and must not produce odors or noises that interfere with the surrounding neighbors' enjoyment. Any poultry coop or structure must enhance and coordinate with the architectural style of the primary residence.

Section 6.09. Recreational Vehicles and Equipment Storage. Recreational vehicles and equipment—including campers, RVs, motorboats, trailers, motorcycles, ATVs, tractors, and similar vehicles or agricultural implements—must only be stored or parked on a Lot within an approved covered structure. Such structures must have appropriate permanent vehicular access and a paved concrete or asphalt driveway. No recreational vehicles or equipment may be permanently stored or parked in front of or beside the primary residence, nor stored in any manner that degrades the visual appeal of surrounding properties. Excessive storage of such vehicles is prohibited. Piles of immobile equipment or vehicles in disrepair are considered junk and debris, which are strictly prohibited. Tarpaulins, plastic sheets, or other temporary covers are prohibited for vehicle storage.

Section 6.10. Signage. No signs of any kind may be displayed to the public view on any Lot, except for the following non-illuminated signs: (1) a maximum of two (2) signs advertising the property for sale or rent, which must not exceed six (6) square feet in area; (2) a maximum of two (2) signs for political advertisement and candidate support during an active election cycle, which must not exceed six (6) square feet in area; and (3) a builder's sign placed in front of the home during its initial construction, which must not exceed twenty-five (25) square feet in size and must be removed promptly upon completion of construction and prior to occupancy.

Section 6.11. Storage Tanks. Any permanent or semi-permanent storage tank for propane, fuel oil, water, or other materials must be installed completely underground. Above-ground storage tanks of any kind are strictly prohibited.

Section 6.12. Garbage, Rubbish, and Mechanical Equipment. Trash and recycling containers, HVAC units, electrical panels, backup generators, and similar mechanical equipment must be screened from street view using landscaping or approved architectural fencing when reasonably possible. No Lot may be used as a dumping ground for rubbish, trash, or waste. Incinerators for garbage or trash are prohibited on all properties.

ARTICLE VII: MAINTENANCE AND REPAIR OBLIGATIONS

Section 7.01. Owner Maintenance Responsibilities. Each Lot Owner is personally responsible for all maintenance, repairs, and upkeep on their individual Lot, excluding only those specific items designated as Common Area maintenance. Owner obligations include:

- **Structures:** Each Owner must maintain, repair, or replace the exterior finishes, siding, paint, and roofing of all buildings on their property in a clean, high-quality condition. Exterior paint colors must remain consistent with the original design and the rest of the structure.
- **Landscape and Hardscape:** All landscaping, shrubs, plants, driveways, walkways, retaining walls, and hardscapes must be maintained in a neat, weed-free, and orderly condition. Dead or diseased plant material must be removed and replaced in a timely manner.
- **Grass:** Owners must regularly mow and trim grass and turf areas to maintain a manicured appearance. Wooded or natural areas of the Lot must be regularly maintained, kept clear of excessive deadfall, and remain aesthetically pleasing.

- **Fencing:** Owners must maintain all fencing on their Lot, including making timely structural repairs and regular black painting or staining as required.

Section 7.02. Association Common Area Maintenance Responsibilities. The Association shall be responsible for the continuous operation, mowing, landscape upkeep, general maintenance, repair, and replacement of all Common Areas, which includes:

- **Infrastructure:** The subdivision road, the security gate, the mailboxes, the perimeter fence, the entrance sign, stone columns, and stone culverts.
- **Landscape and Mowing Areas:** Regular mowing and landscaping must be conducted on: (1) the main entrance from Sulphur Springs to the east end of the large earth berm situated behind the gate; (2) all areas immediately adjacent to the road from the gate to the pond; (3) all areas surrounding the fishing pond, including both sides of the drains around the large culverts; (4) the area immediately surrounding the pavilion and fire pit; (5) the entire area between Bethel Farm Cove and the pond; and (6) the pond dam and spillway structures.
- **Water Features:** The maintenance, algae control, water quality, and operation of the fishing pond, the dock, the pond swings, and the floating water fountain.

ARTICLE VIII: GENERAL AND MISCELLANEOUS PROVISIONS

Section 8.01. Duration. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded in the public registry.

Section 8.02. Amendment. This Declaration may be amended, modified, or terminated only by an instrument signed and approved by seventy percent (70%) of the Lot Owners in Bethel Farm. Any amendment must be properly recorded in the public registry to become effective.

Section 8.03. Enforcement. The Association, or any individual Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.04. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 8.05. Governing Law. This Declaration shall be governed by, interpreted, and construed in accordance with the laws of the State in which the Property is located.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration of Covenants, Conditions, and Restrictions as of the day and year first above written.

DECLARANT:
BETHEL FARM DEVELOPERS, LLC

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged

